

Designated Area: Robb/Ledford Wildlife Management Area

Grazing Lease No. 3022.7 (B) 02



**Montana Fish,
Wildlife & Parks**

THIS LEASE entered into this th day of , between the Montana Department of Fish, Wildlife and Parks, an agency of the State of Montana, whose main address is P.O. Box 200701, 1420 East 6th Avenue, Helena, Montana 59620-0701, hereafter referred to as the "Department" and Ledford Grazing Association, whose address is 615 Ruby River Drive, Sheridan, MT 59749 made up of the following members; Silver Springs Ranch, Individually as, Neil Barnosky, (406) 842-5252, 585 Ruby River Drive, Sheridan, MT 59749; Gilman IH Cattle Company, Individually as Charles Leslie Gilman (406) 842-5290, P.O. Box 36, Alder, MT 59710; Malesich Ranch, Individually as, Edward Malesich (406) 683-5482, 9575 HWY 41, Stop C, Dillon, MT 59725; Lombardi Ranches, Individually as, Ray Lombardi, (406) 287-5015, 55 Hanson Lane, Whitehall, MT 59759. , hereafter referred to as the "Lessee".

STATEMENT OF BENEFIT TO VEGETATION & WILDLIFE: To manage the vegetation of FWP deeded, DNRC, and BLM lands within the grazing systems of the Robb/Ledford WMA in order to improve and/or maintain soil and vegetation conditions for the benefit of elk and other species of fish and wildlife.

The Department is the owner of or has under its control, certain real property located in Madison & Beaverhead Counties, more particularly described in "Appendix C & D" attached hereto & incorporated herein.

The Department, in consideration of the payment of rentals specified in this lease and the mutual agreements contained in this lease, leases the property described above to the Lessee named above for livestock grazing purposes established for the period beginning June 22, 2010, and ending October 22, 2012.

The Lessee, in consideration of the payment of rentals specified in this lease and the mutual agreements contained in this lease, hereby agrees to pay the rentals specified in this lease.

The parties to this lease mutually agree to the following terms and conditions:

1. **GRAZING SEASON AND CAPACITY.** The grazing season hereunder is the period beginning June 22nd and ending on October 22nd of the same year.

A maximum of 3235 Animal Unit Months (AUM's) of grazing is permitted during each yearly grazing season. Rentals will be paid on the basis of actual AUM's grazed on the leased property.

1 Cow/Calf pair = 1.0 AUM

1 Bull = 1.5 AUM Yearling = 0.8 AUM

1 Horse = 1.25 AUM

2. **RENTAL.** The rental is \$ * (2008-grazing fees for deeded acreage) and \$* x 2 = \$* (2008-grazing fees for DNRC acreage per AUM each year.

***(NOTE):** *Grazing fees will be adjusted annually based on the Agricultural Statistics Board report for private land leases (for deeded land) and DNRC annual AUM lease charges. The rate charged the Ledford Creek Grazing Association (LCGA) grazing DNRC acreage is double the standard lease assessed by DNRC in order to cover maintenance costs.*

☒ Payment is to be in cash.

☒ Payment is to be in services to be rendered in the manner agreed upon and more fully set out in Paragraph 14.

ALL GRAZING RENTALS, WHETHER CASH OR SERVICES, ARE DUE BY November 15th EACH YEAR FOR GRAZING CONDUCTED DURING THAT CALENDAR YEAR. FAILURE TO PAY THE AGREED UPON RENTAL OR TO PROVIDE THE SERVICES SET OUT IN PARAGRAPH 14 BY November 15th AUTOMATICALLY TERMINATES THIS LEASE. A NOTICE OF RENTAL DUE WILL BE SENT TO LESSEE AT THE ABOVE ADDRESS ONLY, UNLESS A CHANGE OF ADDRESS HAS BEEN PROVIDED IN WRITING TO THE DEPARTMENT'S LIAISON AS IDENTIFIED IN THIS LEASE.

The Department shall have a lien upon all improvements, whether movable or not, and livestock grazed upon the land for any rentals due the Department.

3. **RENTAL ADJUSTMENTS.** The Department reserves the right to determine the grazing capacity of the leased lands annually or from time to time as the Department in its discretion shall determine necessary and to increase or decrease the grazing capacity. If the Department determines that the grazing capacity of the leased lands should be increased or decreased, the Lessee agrees to pay an increased or decreased rental based upon the Department's determination, provided the Lessee actually grazes livestock to the level of any increased grazing capacity.

4. LESSEE AGREES TO:

- a. Use the lands in a manner that will not cause over-grazing, streambank damage or other soil erosion, according to the usual and customary course of good grazing practices.
- b. Use the premises only for grazing purposes. Any other use of the premises by Lessee without prior written approval of the Department shall subject this lease to immediate cancellation.
- c. Provide the Department with the number of AUM's used by Lessee on the premises for that year.
- d. Take all reasonable precautions to prevent fires and take such actions as are within the means of the Lessee to suppress fires.
- e. Use the land in such a manner as to control growth and spread of noxious weeds and to promote conservation of the leased lands.
- f. Not commit waste or damage to leased lands or allow any to be done.
- g. Comply with all applicable laws, rules and regulations in effect at the date of this lease, or which may, from time to time, be adopted.
- h. Indemnify and hold harmless the Department, its officers, agents and employees against any claim of damage to person or property arising out of use of the leased lands, except for any such damage caused by the negligence for willful misconduct of the Department, its officers, agents or employees.
- i. Immediately, upon termination or expiration of the term of this lease, peaceably surrender and deliver up the leased lands to the Department.
- j. Not use the leased lands or this lease agreement as collateral for credit financing, or in any way, which would encumber the title to the property herein described. Failure to comply with this provision shall automatically terminate this lease and in no way shall it be construed as to cause the Department any financial obligation or responsibility.
- k. Not disturb or remove any archaeological, historical, or other cultural features or any improvements, which may currently exist, or may be found to exist, on the premises.
- l. LIVESTOCK VACCINATED AS PER MONTANA LAW
- m. LESSEES MUST FOLLOW STATE OF MONTANA BRUCELLOSIS ACTION PLAN DATED 1/13/09. — ? wait for OK.
- n. LIVESTOCK MUST RESIDE IN THE STATE FOR 30 DAYS PRIOR TO BEING PUT ON WMA TO PREVENT NOXIOUS WEED INVASION.
- i. Remedies for Unauthorized Uses and Practices –In the event the lessee violates, by the Department's determination, the grazing plan prescribed in Exhibit "B" of this lease, the lessee agrees to pay a fee equal to 3 times the number of animals found in violation of the grazing plan. This fee will be three times the AUM rental fee assigned by this lease, or (See #2) per AUM. The Department at its sole discretion, and in addition to other remedies provided for in this lease, may require this fee of the lessee. The lessee agrees to pay this fee no later than the termination date of this lease. If this lease is renewed with the lessee in subsequent years, the Department at its sole discretion, may reduce the number of animals allowed to graze the land under this lease a multiple of three times the number of animals found in violation, for up to two years after the year of violation.

5. **PUBLIC ACCESS.** All lands leased in this agreement shall remain open to the public for hunting, fishing and other recreational activities, subject to applicable Federal and State laws and regulations.

6. **HERBICIDES AND PESTICIDES.** Lessee agrees that any use of herbicides or pesticides on the leased lands will be in compliance with all provisions of Federal and State laws regulating such substances. Any application of such substances must be approved in advance, by the Department's liaison as identified in this lease.

7. **IMPROVEMENTS.** No improvements may be placed upon the premises without prior written approval of the Department.

8. **TERMINATION.** The Department reserves the power and authority, at its discretion, to terminate this lease prior to expiration upon ___ days written notice for violation for any of the terms of this lease by Lessee. The Department also reserves the power to cancel this lease for fraud or misrepresentations, or for concealment of facts relating to its issue, which if known would have prevented its issue in the form or to the party issued; for using the land for other purposes than those specifically authorized by the lease, for any unlawful or other misuse of the lands, and for any other cause which in the judgment of the Department makes the cancellation of the lease necessary in order to do justice to all parties concerned, and to protect the interest of the Department. Notice of termination shall be deemed given upon deposit in the United States mails, addressed to the Lessee at the address shown above, unless a change of address has been provided in writing to the Department's liaison. The Lessee shall, upon termination of this lease, promptly and peaceably surrender possession and occupancy of the leased lands, leaving them in as good a condition as existed at the beginning of the term of this lease. Upon such termination, all rights of the Lessee in and to the leased lands shall cease and the Lessee shall not be entitled to any refunds of the rentals paid. Termination of the lease does not terminate the Lessee's liability for rentals accruing prior to termination.

9. **SUBLEASING AND ASSIGNMENT.** Lessee shall not sublease or assign all or any part of the leased lands or assign this lease in whole or in part to any other person or entity. Such a sublease or assignment automatically terminates this lease.
10. **MODIFICATIONS.** This document constitutes the sole and entire agreement between the parties. No statements, promises or inducements made by either party which are not contained in this agreement are valid or binding unless evidenced in writing and signed by both parties; except that the provisions of Paragraph 3 may be implemented by written notice from the Department.
11. **SUCCESSORS IN INTEREST.** All terms, conditions and provisions of this lease shall be binding upon, inure to the benefit of, and be enforceable by and upon the successors in interest of the Department and the Lessee.
12. **VENUES AND APPLICABLE LAW.** Venue for any court action arising under this lease shall be in the First Judicial District in and for the County of Lewis and Clark, Montana and this lease shall be interpreted according to the laws of the State of Montana.
13. **DEPARTMENT LIAISON.** The Department designates ~~Kurt Alt –Region Three –Wildlife Manager (406) 994-6935, Bozeman contact and Fred King –Wildlife Area Manager (406) 994-2654~~, as liaisons under this lease. Lessee will make all official contacts with the Department through the liaisons.
14. **SPECIAL CONDITIONS:** See attachment.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS LEASE ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

Date:

Montana Fish, Wildlife & Parks

Date:

Department Attorney Approval
(As Needed)

Date:

Lessee –Ledford Creek Grazing Association –Neil Barnosky - President

Date:

Silver Springs Ranch, **Neil Barnosky**
585 Ruby River Drive
Sheridan, MT 59749

Date:

Gilman IH Cattle Company, **Charles Leslie Gilman**
PO Box 36
Alder, MT 59710

Date:

Malesich Ranch, **Edward Malesich**
9575 Hwy 41, Stop C
Dillon, MT 59725

Date:

Lombardi Ranches, **Ray Lombardi**
55 Hanson Lane
Whitehall, MT 59759

EXHIBIT A

ROBB/LEDFORD WMA
LEASE FORMULA

1118 = Total Animal Units (AUs) entering the WMA on June 22
x 4 months (June 22 – October 22) = 4472 AUMs

4472 Total Animal Use Months (AUMs) = This includes all of the AUMs on Forest Service, BLM,
DNRC and FWP deeded lands from June 22-October 22.

(-) 880 AUMs = This number of AUMs will be on FS (352 AUs x 2.5 months = 880)

(-) 57 AUMs = This number of AUMs will be on scattered custodial BLM tracts on the north half of the
WMA in the Robb/Ledford Coordinated Grazing System (R/LCGS) - see Grazing Plan.

(-) 300 AUMs = This number of AUMs is a two year average* of what will be utilizing the BLM and FS
lands on the south end of the WMA in the BLM Robb Creek Allotment (BRCA) -see
Grazing Plan. The total AUMs on BLM and FS would be 600 for two years and 200 AUMs would be used in two
years on the FWP portion of the **BRCA**.

3235 AUMs (4472 minus 880 & 57 & 300) = Total AUMs using FWP deeded and DNRC lands (includes
McGuire and both **R/LCGS** and **BRCA** grazing allotments). These (except for 170 from the McGuire) are the
AUMs FWP will charge to the Ledford Creek Grazing Association (**LCGA**) as follows:

Out of the 3235 AUMs, 170 are not charged to the Association because of the McGuire exchange. This leaves
3065 AUMs on the WMA deeded and DNRC (3235 – 170 = 3065) that will be charged to the Association. Out
of this 3065 AUMs, 75 of these AUMs will be charged at the DNRC rate and 25 at the deeded land rate for the
BRCA pasture. This leaves 2965 AUMs in the **R/LCGS** (3065 less 75 and 25 = 2965). Over each three year
cycle** an average of 37% of the cattle use on the WMA (excludes the **BRCA** and the McGuire), will occur on
DNRC lands. Therefore, 1097 AUMs (2965 x 37% = 1097) will annually be charged at the DNRC rate and
1868 (2965 less 1097 = 1868) will be charged at the deeded land rate. Therefore:

1172 AUMs TOTAL charged at DNRC rate (75 AUMs **BRCA** + 1097 **R/LCGS**)
1893 AUMs TOTAL charged for FWP deeded (1868 **R/LCGS** O+ 25 **BRCA**)
170 AUMs from the McGuire exchange agreement (not charged)
3235 AUMs TOTAL

Charge to the Ledford Creek Grazing Association:

1172 FWP DNRC AUMs x 2 x
1893 FWP DEEDED AUMs x
TOTAL
LESS FOR McGUIRE EXCHANGE= \$25,000.00

TOTAL LCGA OWES FWP =

(NOTE): Grazing fees will be adjusted annually based on the Agricultural Statistics Board report for private land leases (for deeded
land) and DNRC annual AUM lease charges. The rate charged **LCGA** grazing DNRC is double the standard lease assessed by DNRC
in order to cover maintenance costs.

*This AUM averaging works this way: The **BRCA** is two pastures: the south pasture (400 AUMs all BLM & FS) and a north pasture (200 AUMs BLM and 200 AUMs FWP). Each year one pasture is rested and one is grazed for one month with 400 Animal Units (400 AUMs). This system is reversed each year. The total use over two years (800 AUMs) will be averaged annually for billing purposes (600 AUMs FS & BLM and 200 AUMs FWP = 300/100 AUMs per year). Additionally, of the 100 FWP AUMs, 75 will be charged the DNRC rate since approximately 75% of the use is on DNRC. *(NOTE): The ratio of BLM to FWP grazing acreage and related AUM figures used for these calculations may be adjusted based on livestock use and distribution.*

The livestock use of DNRC on the **R/LCGS (excluding **BRCA** and the McGuire) is based on the approximate percentage of DNRC land grazed each year compared to the total acres grazed. This is averaged over the three year grazing cycle for billing purposes: 2001 (48%); 2002 (29%); 2003 (34%). Therefore, $48 + 29 + 34$ divided by $3 = 37\%$.

Addendum for Year _____

Ledford Creek Grazing Association _____

Date: _____

Montana Fish, Wildlife & Parks _____

Date: _____

Attachment

14. Special Conditions:

For partial payment (\$25,000) of this lease, the Association will allow the Department the use of the DNRC McGuire Unit within the WMA grazing system (Exhibit B). Grazing schedule is contained in the Robb/Ledford Coordinated Grazing System Livestock Grazing Plan (March 2000). Deeded (Exhibit C) and DNRC leased acres (Exhibit D) and Associated agreements (Exhibits E & F) are attached. A review after the 2002 grazing season will assess objectives and lease compliance. Per provision #8 of this lease, this contract can be cancelled for violations of the terms of the lease. Additionally, FWP's DNRC lease expires in 2002. If fee increases or other reasons cause FWP to lose the DNRC lease, the lease with the Ledford Creek Grazing Association would become invalid in its existing form.

EXHIBIT "C"

ROBB/LEDFOED WMA DEEDED LANDS

Township	Range	Section	Description
T09S	R04W	05	W $\frac{1}{2}$ SW $\frac{1}{4}$
T09S	R04W	06	E $\frac{1}{2}$, SW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$
T09S	R04W	17	SE $\frac{1}{4}$ SE $\frac{1}{4}$
T09S	R04W	20	E $\frac{1}{2}$
T09S	R04W	21	All
T09S	R04W	28	N $\frac{1}{2}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$
T09S	R04W	29	E $\frac{1}{2}$
T09S	R04W	33	W $\frac{1}{2}$
T10S	R04W	05	N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$
T10S	R04W	06	All
T10S	R04W	07	W $\frac{1}{2}$
T10S	R04W	17	N $\frac{1}{2}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$
T10S	R04W	18	E $\frac{1}{2}$ SE $\frac{1}{4}$, also a 6/7 interest in N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, W $\frac{1}{2}$
T10S	R04W	20	All
T10S	R04W	21	W $\frac{1}{2}$ NW $\frac{1}{4}$
T10S	R04W	29	NW $\frac{1}{4}$
T10S	R05W	01	E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$
T10S	R05W	02	Lots 9, 10 and 11
T10S	R05W	03	SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$
T10S	R05W	10	E $\frac{1}{2}$ E $\frac{1}{2}$
T10S	R05W	11	Lots 1, 2, 3 and 4
T10S	R05W	12	E $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$
T10S	R05W	13	N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, also a 6/7 interest in E $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$
T10S	R05W	14	Lot 1, E $\frac{1}{2}$ W $\frac{1}{2}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
T10S	R05W	22	SE $\frac{1}{4}$ SE $\frac{1}{4}$
T10S	R05W	23	W $\frac{1}{2}$, W $\frac{1}{2}$ E $\frac{1}{2}$
T10S	R05W	24	E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$
T10S	R05W	26	W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$
T10S	R05W	27	E $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$
T10S	R05W	28	N $\frac{1}{2}$ S $\frac{1}{2}$
T10S	R05W	29	E $\frac{1}{2}$ SE $\frac{1}{4}$
T10S	R05W	33	SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$
T10S	R05W	34	E $\frac{1}{2}$ W $\frac{1}{2}$
T10S	R05W	35	E $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$
T11S	R05W	01	W $\frac{1}{2}$, W $\frac{1}{2}$ E $\frac{1}{2}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$

T11S	R05W	02	All
T11S	R05W	03	All
T11S	R05W	04	E $\frac{1}{2}$, SW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$
T11S	R05W	09	NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$
T11S	R05W	10	E $\frac{1}{2}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$
T11S	R05W	11	All
T11S	R05W	12	All
T11S	R05W	13	N $\frac{1}{2}$ N $\frac{1}{2}$
T11S	R05W	14	All
T11S	R05W	15	SW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$
T11S	R05W	21	Portions of E $\frac{1}{2}$ SE $\frac{1}{4}$ & NE $\frac{1}{4}$ lying east of the East Fork of Blacktail Deer Creek
T11S	R05W	21	Those portions of E $\frac{1}{2}$ NW $\frac{1}{4}$ & W $\frac{1}{2}$ SE $\frac{1}{4}$ lying east of the East Fork of Blacktail Deer Creek
T11S	R05W	22	Lots 1, 2, 3, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$
T11S	R05W	28	Portions of Lot 1 & SE $\frac{1}{4}$ NE $\frac{1}{4}$ lying east of the East Fork of Blacktail Deer Creek

EXHIBIT "D"
State Lands Grazing Lease #1891 - Robb/Ledford WMA

Subdivision	Sect.	Town.	Range	Total Acres	AUMs
E½	33	9S	4W	320.00	92
All	26	9S	5W	640.00	146
N½, N½S½, Lots 1,2,3,4	34	9S	5W	657.21	184
N½, N½S½, Lots 1,2,3,4	35	9S	5W	664.88	172
N½, N½S½, Lots 1,2,3,4	36	9S	5W	678.12	160
All	16	10S	4W	640.00	162
E½W½, Lots 2,3,4	31	10S	4W	280.36	105
Lots 4,5,7,8	1	10S	5W	166.28	38
Lots 5,6,7,8,12 S½NE¼, SE¼NW¼, E½SW¼, N½SE¼, SW¼SE¼	2	10S	5W	567.36	125
Lot 1, SW¼NE¼, W½SE¼	3	10S	5W	159.33	47
W½E½	10	10S	5W	160.00	31
NE¼, E½W½, N½SE¼	11	10S	5W	400.00	103
Lot 4, SW¼NW¼, SW¼	12	10S	5W	243.35	69
Lots 2,3,4	14	10S	5W	140.65	46
E½	15	10S	5W	320.00	111
E½NE¼, W½E½, NE¼SE¼	22	10S	5W	280.00	100
Lots 1,4, NW¼SW¼	25	10S	5W	117.12	53
Lots 1,2,3,4	26	10S	5W	157.45	46
E½E½, NW¼NE¼, SW¼SW¼	27	10S	5W	240.00	70
S½S½	28	10S	5W	160.00	40
N½, N½SW¼, SW¼SW¼	33	10S	5W	440.00	132
E½, W½W½	34	10S	5W	480.00	146
Lots 1-5 Inc., NE¼SW¼	35	10S	5W	231.59	81
All	36	10S	5W	641.80	280
Lot 4, SW¼NW¼	4	11S	5W	66.94	22
SE¼SW¼, SE¼NE¼, E½SE¼	9	11S	5W	160.00	51
Lots 3,4, SE¼SW¼	10	11S	5W	134.39	40
NE¼, NE¼NW¼, N½SE¼, SE¼ SE¼	15	11S	5W	320.00	74
E½	16	11S	5W	320.00	91
All	36	11S	5W	640.00	119
TOTAL				10426.83	2936

EXHIBIT "E"

ROBB/LEDFORD WMA FENCE MAINTENANCE

For the term of the 2010-2012 grazing lease on the Robb/Ledford WMA, the lessee agrees to maintain the fences on the WMA. Lessee agrees to be reimbursed by the Department for this fence maintenance at the rate of \$8.052 per hour* (current wage for Groundskeeper II, #373112). Lessee agrees to maintain fences where necessary up to 10 hours per week during each year of this lease, not to exceed a total of 170 hours. The total fee for fence maintenance will be no more than \$1,368.84. The Department agrees to reimburse the lessee for this fence maintenance by the end of the grazing season, based on written documentation of this activity to be received from the Lessee by November 15th each year.

*As the hourly rate of reimbursement changes for this position, from year to year, this change will be made for the purpose of fence maintenance on the Robb/Ledford WMA.

EXHIBIT "F"

Lessee agrees to:

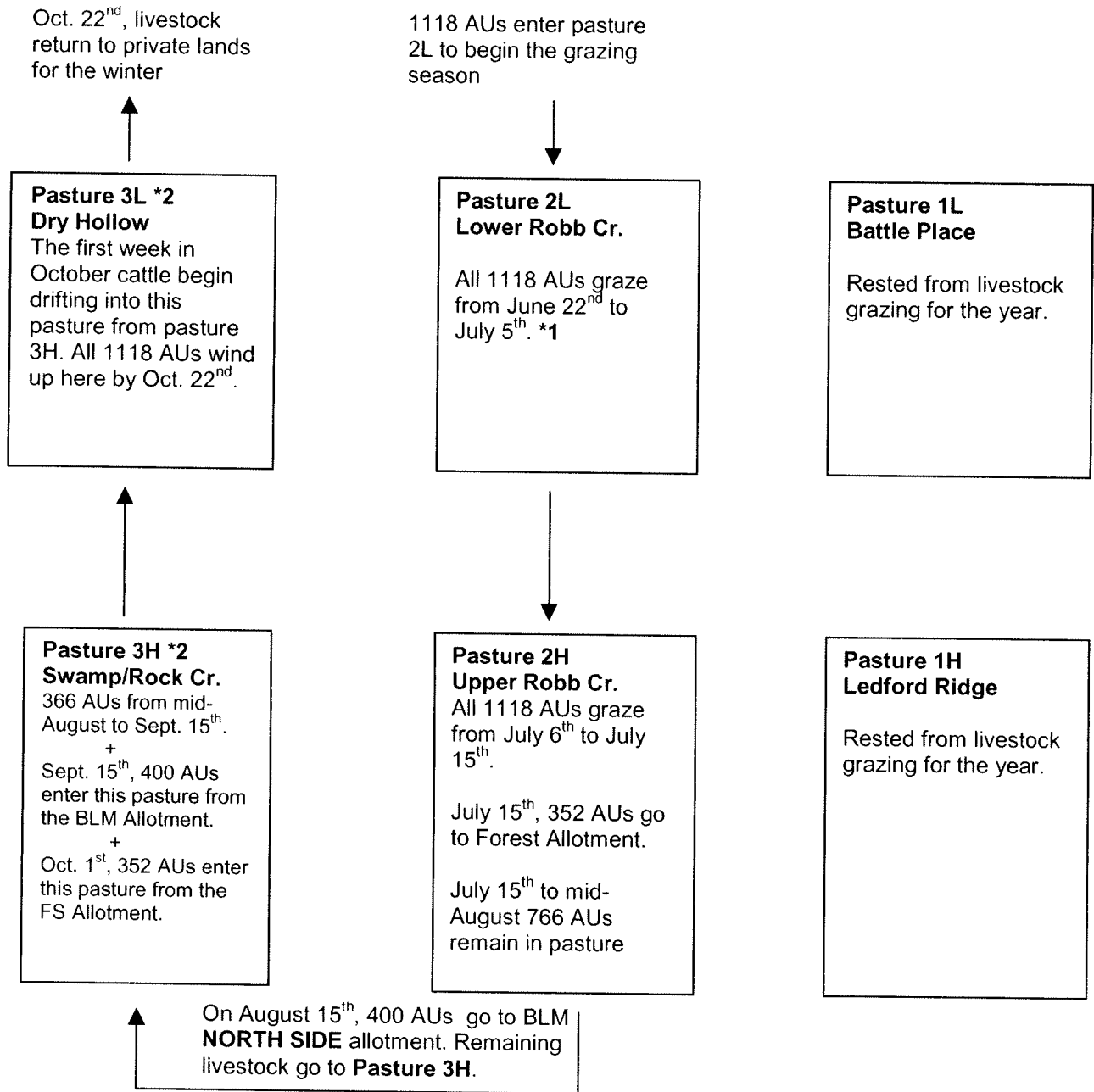
Provide FWP with a written report on or before November 15 of each year indicating the number of AUM's (as described in the Grazing Plan) by class of livestock that were grazed on the WMA for the year.

Lessee understands:

Livestock grazing on the WMA are any livestock physically present on the WMA whether in a holding facility, being trailed or freely grazing.

Horses used for regulating livestock may be maintained on the WMA. Horses are to be kept in the proper horse pasture when not in use. Up to 7 horses may be maintained for livestock management purposes.

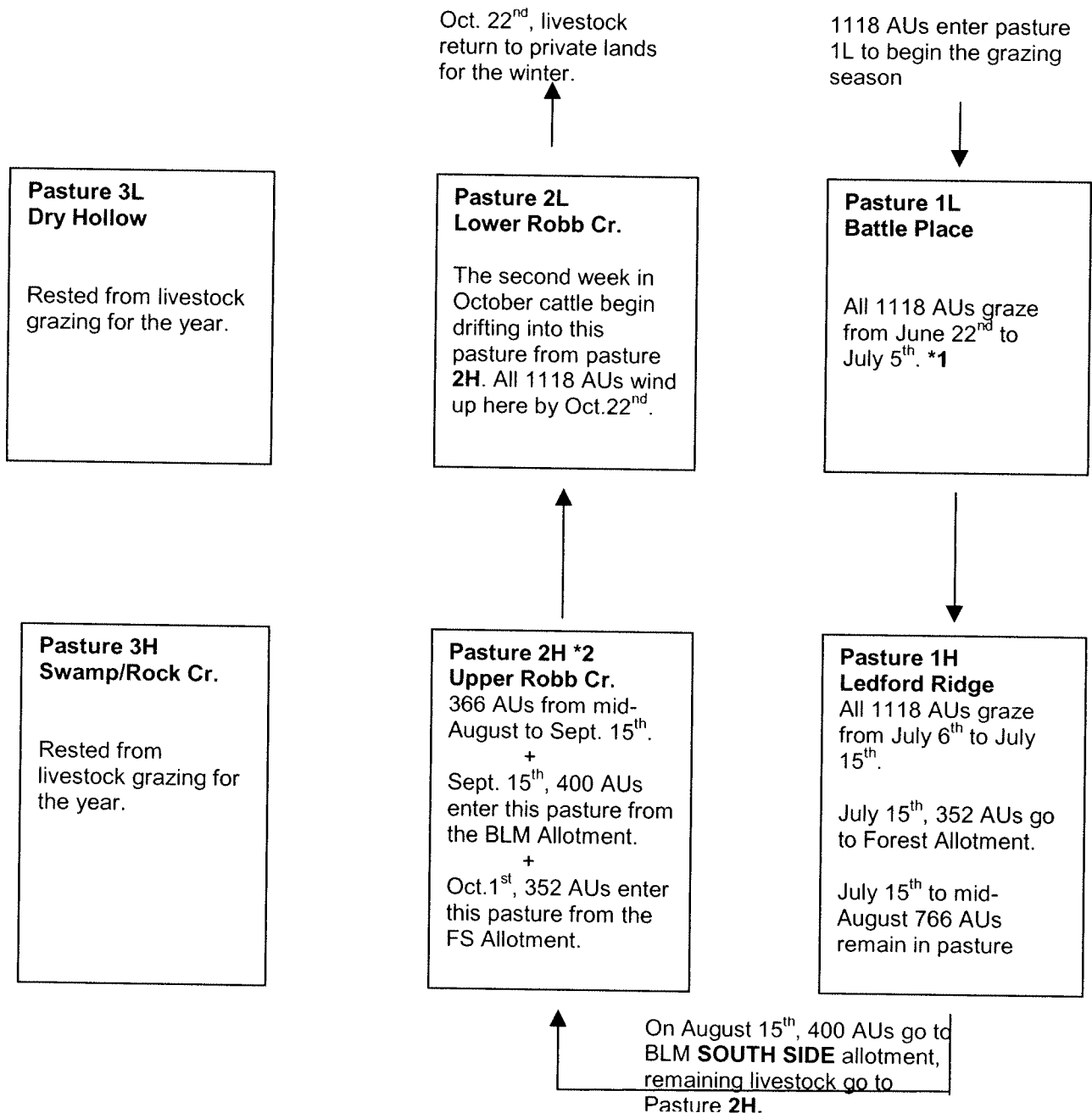
Robb Cr WMA Grazing Rotation for the Year 2010 (year 1 of the rotation)



***1** – July 5th is the last day that livestock can stay in the **2L** pasture. No matter what the condition of Tall Larkspur is in the **2H** pasture the Ledford Creek Grazing Association has agreed to take responsibility for keeping livestock away from the dangers of Tall Larkspur. Livestock **must** be moved to the **2H** pasture on July 6th.

***2** – Depending on weather and conditions on the ground livestock will be kept in the **3H** pasture for as long as possible until the 22nd of October. On October 22nd livestock are removed from the pasture.

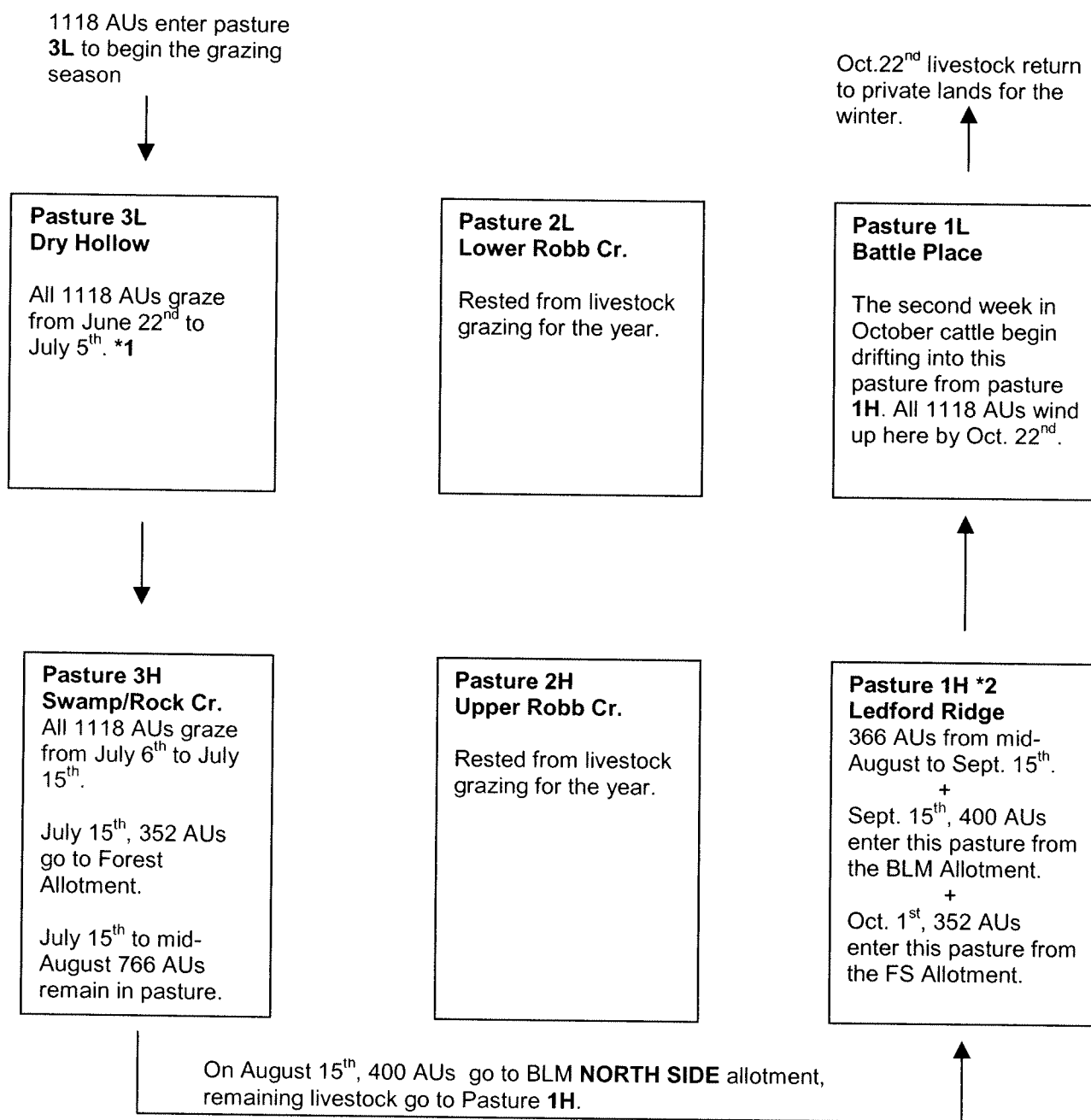
Robb Cr WMA Grazing Rotation for the Year 2011 (year 2 of the rotation)



*1 – July 5th is the last day that livestock can stay in the **1L** pasture. No matter what the condition of Tall Larkspur is in the **1H** pasture the Ledford Creek Grazing Association has agreed to take responsibility for keeping livestock away from the dangers of Tall Larkspur. Livestock **must** be moved to the **1H** pasture on July 6th.

*2 – Depending on weather and conditions on the ground livestock will be kept in the **2H** pasture for as long as possible until the 22nd of October. On October 22nd livestock are removed from the pasture.

Robb Cr WMA Grazing Rotation for the Year 2012 (year 3 of the rotation)



*1 – July 5th is the last day that livestock can stay in the 3L pasture. No matter what the condition of Tall Larkspur is in the 3H pasture the Ledford Creek Grazing Association has agreed to take responsibility for keeping livestock away from the dangers of Tall Larkspur. Livestock must be moved to the 3H pasture on July 6th.

*2 – Depending on weather and conditions on the ground livestock will be kept in the 1H pasture for as long as possible until the 22nd of October. On October 22nd livestock are removed from the 3L pasture and from the Robb/Ledford WMA.